

EXHIBIT A **Additional Terms and Conditions**

A.) Quality of Products. The Parties desire Vendor to offer Members suitable and safe Products. To the best of Vendor's knowledge, it is not aware and has no knowledge of any design, code, manufacturing, shipping and delivery, recall or other liability claims, concerns, issues or problems concerning the Products. Vendor agrees to promptly notify in writing CLC and Members who purchased affected Products in the event it becomes aware or acquires knowledge of any such future claims, concerns, issues or problems concerning the Products, even after the Term. All services included within the Products offered to Members will be performed by Vendor in a good and workmanlike manner.

B.) Products Sold to Non-Members. A crucial facet of CLC's mission is providing Members with core offerings and products at discounted rates. Vendor acknowledges that offering or selling the Products to any non-CLC library Member in Connecticut at terms at or below CLC's negotiated rate would significantly disrupt CLC's mission and the value it seeks to add to its Members. As a result, Vendor agrees not to offer or sell any or all Products to any public or private library located in the State of Connecticut that is not a Member of CLC on the same or better terms than are provided in Exhibit A. However, if during the period of this agreement Vendor does sell any Products to any public or private library located in the State of Connecticut that is not a Member of CLC on the same or better terms than those outlined in Exhibit B, Vendor agrees to pay CLC a fee representing the greater of: (a) the difference between (i) the list price of the Product (as listed in Exhibit B), and (ii) the price offered to CLC Members (as listed in Exhibit B), and (b) the annual membership fee the non-Member would be required to pay CLC to become a Member. Vendor agrees to promptly make any such fee payment to CLC within fifteen (15) days of Vendor's receipt of payment from any non-Member; which amount shall be due and payable as liquidated damages to CLC and not as a penalty. CLC will provide current Member rosters to the Vendor at least twice a year and upon request.

C.) Termination.

- a. In addition to the other rights of termination set forth herein, CLC may at any time and for any reason, with or without cause, in its sole discretion, terminate this Agreement by written notice to Provider specifying the termination date, which shall be not less than thirty (30) days from the date such notice is given.
- b. CLC may terminate this Agreement immediately upon written notice to Provider in the event of a Financial Management Default or an Insolvency Default (as such terms are defined below).
- c. Termination under this section shall not give rise to any claim against CLC for damages or for compensation in addition to that provided hereunder.
- d. In addition to the foregoing, CLC has certain termination rights as it pertains to particular orders placed between a Member and Provider, as further set forth in Section 4.35 of Exhibit B.

D.) Indemnification. The Parties agree that it is not reasonable to expect CLC to be responsible or accountable in any way for issues or claims that arise between Vendor and Members concerning the Products. Vendor hereby indemnifies, and shall pay, protect, and hold harmless CLC from and against all liabilities, claims, demands, costs, expenses (including reasonable attorneys' fees), and judgments of any nature arising from or in connection with any loss or damage incurred by Vendor or Members concerning the Products. The obligations of Vendor under this Section shall survive the expiration or earlier termination of this Agreement.

E.) No Assignment. Provider may not assign (including by merger, operation of law or otherwise) nor subcontract this Agreement to any other person or entity without CLC's prior written consent; and in the event of any such desired assignment (including Provider's sale or transfer of any business line or division that provides Products hereunder), Provider shall provide no less than thirty (30) days prior written notice to CLC requesting consent, which may be withheld by CLC in its sole and absolute discretion. Any attempted assignment or subcontract in violation of this Agreement shall be null and void. In the event of a permitted assignment or subcontracting, Provider shall remain fully responsible to CLC for the acts and omissions of its assignees and subcontractors, and Provider shall cooperate in good faith with CLC to ensure a seamless transition to such assignee or successor to allow for continuity of Products to Members. Provider shall require any assignee or subcontractor approved by CLC to agree in writing to perform and

be bound by all obligations and conditions of this Agreement to which Provider is bound, and a copy of such written agreement shall be provided to CLC at its request. CLC shall not be liable for payment of any wages, materials or other expenses of any subcontractors or assignees.

F.) Governing Law and Forum. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut, without regard to its conflict of laws rules. Any action, suit or proceeding arising under this Agreement shall be brought in the United States District Court for the District of Connecticut or any Connecticut Superior Court of competent jurisdiction, to which Vendor consents to personal jurisdiction and waives any claim of improper venue or inconvenient forum. The Parties acknowledge, confirm and agree to the mediation and arbitration provisions set forth herein.

G.) Non-Discrimination. Because CLC receives funds from the State of Connecticut, it is required to include the following language in all of its contracts with third parties:

- a. (i) Pursuant to Connecticut General Statutes (“C.G.S”) Section 4a–60, Vendor agrees and warrants that in the performance of the Agreement, Vendor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Vendor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and Vendor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Vendor that such disability prevents performance of the work involved; (ii) Vendor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (“Commission”); (iii) Vendor agrees to provide each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other contract or understanding and each vendor with which the Vendor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Vendor’s commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (iv) Vendor agrees to comply with each provision of this Section and C.G.S Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. Sections 46a-56, 46a-68e, and 46a-68f; and (v) Vendor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the Vendor as relate to the provisions of this Section and C.G.S. Section 46a-56. If the Agreement is a public works contract, Vendor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- b. (i) Pursuant to C.G.S. Section 4a–60a, Vendor agrees and warrants that in the performance of the Agreement, Vendor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (ii) Vendor agrees to provide each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other contract or understanding and each vendor with which the Vendor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Vendor’s commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (iii) Vendor agrees to comply with each provision of this Section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. Sections 46a-56; and (iv) Vendor agrees to provide the Commission with such information requested by the Commission,

and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the Vendor as relate to the provisions of this Section and C.G.S. Section 46a-56.

H.) Default. Any and all of the following occurrences or acts shall constitute an “**Event of Default**” under the Contract:

- a. If default shall be made by Provider, its successors or assigns, in the performance or observance of any of the covenants, conditions or agreements on the part of Provider set forth in the Agreement;
or
- b. If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that Provider's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to Provider's performance of the Agreement (any of the foregoing, a “**Financial Management Default**”); or
- c. If a decree or order by a court having jurisdiction in the matter shall have been entered adjudging Provider bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for Provider under the federal bankruptcy laws, or any other similar applicable federal or state law (any of the foregoing, a “**Insolvency Default**”).

In the case of an Event of Default by Provider, CLC may, along with any other remedies provided by law or as set forth in this Agreement, procure the Products from other sources and charge Provider any excess costs incurred, or damages occasioned thereby.

I.) Sales Information. For CLC's own records, and in furtherance of CLC's mission, Provider agrees to provide Product sales information to CLC twice each year: on February 1 (reporting for the period July 1 through December 31) and on August 1 (reporting for the period January 1 through June 30) (the “Sales Information”). The Sales Information should be presented to CLC in form (which may be via Excel spreadsheet) and content as determined by CLC, and shall include: Member/non-Member customer name; type and quantity of Products ordered; normal list price; discounted Member price; total amount billed; and savings realized. If Products or other items covered by the Agreement were assigned CLC-specific identifiers, these identifiers shall be included in all Sales Information reports. The obligation to provide Sales Information to CLC survives the expiration or earlier termination of this Agreement. Within thirty (30) days following termination or expiration of this Agreement, Provider agrees to provide CLC with final Sales Information.

J.) Member List. From time to time throughout the Term of this Agreement, CLC may share the list of CLC Members (the “**Member List**”) with Provider solely for purposes of allowing Provider to perform its obligations pursuant to this Agreement. Provider acknowledges and agrees that the Member List is and shall remain the property of CLC, such Member List is being provided to Provider solely for purposes of this Agreement and may be used by Provider solely in furtherance thereof, and Provider is prohibited from disclosing or distributing such Member List to any third party. As a condition to its receipt and use of the Member List, Provider shall enter into and agree to abide by an Agreement of Use with CLC, in form and substance proposed by CLC. Further, Provider shall at all times abide by CLC's terms of use with respect to the Member List, as such terms of use are published on CLC's website or otherwise made available by CLC to Provider in writing.

K.) Maintenance of Records; Audits. During the Term of the Agreement and for a minimum of three (3) years following termination or expiration, Provider shall maintain all records with respect to matters related to performance of this Agreement. At any time during normal business hours, and as often as may be deemed necessary, Provider shall make available to CLC for examination all records with respect to this Agreement.

L.) Ownership of Printed Material and Other Products. CLC has sole and exclusive right and title to all printed material, art work and any other product produced for the CLC under this Agreement. The original artwork and/or any plates or computer files used in preparing and completing the work shall be considered property of CLC whether supplied by or created for CLC. All artwork and electronic files shall be returned to CLC with the completed job. The Provider shall not copyright any printed matter produced under the Agreement and shall

be responsible for the safekeeping of all printing plates, returning them to the CLC upon request.

M.) Governing Law; Dispute Resolution. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut, without regard to its conflict of laws rules. Any dispute arising under this Agreement shall be resolved in accordance with the procedure set forth in Exhibit B to this Agreement, and the Parties acknowledge, confirm and agree to the mediation and arbitration provisions set forth therein.

N.) Invalidity. If any provision of the Agreement is held invalid, the balance of the provisions of the Agreement shall not be affected thereby if the balance of the provisions of the Agreement would then continue to conform to the requirements of applicable laws.

O.) Non-Waiver. Any failure by CLC or Provider to insist upon the strict performance by the other of any of the terms and provisions hereof shall not be a waiver, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other of any and all of the terms and provisions of the Agreement and neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce or to seek to enforce any of the provisions of the Agreement.

P.) Miscellaneous.

1. Any notice, request or demand required or permitted to be given or made under this Agreement shall be in writing and delivered to the addresses on the first page of this Agreement via reputable overnight mail carrier.
2. Each party has full authority to enter into this Agreement and each person signing this Agreement and initialing the Schedules on behalf of each party is authorized to do so on behalf of the Party for whom the person is signing or initialing.
3. This Agreement may be executed in multiple counterparts (including via scanned or electronic signature), each of which constitute an original and all of which will be deemed a single agreement.
4. This Agreement shall be effective on the date first set forth above.

I have read and agree to these terms and conditions.

Name of Company _____ Date _____

Representative Name (print) _____

Signature _____